

EXHIBIT A

FILED
02-01-2019
Ozaukee County, WI
Mary Lou Mueller CoCC
2019CV000040
Honorable Joseph W.
Volland
Branch 2

STATE OF WISCONSIN

CIRCUIT COURT

OZAUKEE COUNTY

RICHARD L. BLOMQUIST,
2903 W. Hidden Lake Road,
Mequon, WI 53092,

Plaintiff,

v.

Case No.

Ironwood Lane, LLC
a Domestic Limited Liability Company,
1340 W. Mequon Road,
Mequon, WI 53092,

Case Codes:
30301 Money Judgment
30304 Other – Debt Action

Anna Leibsohn
3 Saranac Road
Sea Ranch Lakes, FL 33308

Samuel Tsukerman
3 Saranac Road
Sea Ranch Lakes, FL 33308

Sophia Tsukerman
3 Saranac Road
Sea Ranch Lakes, FL 33308

Defendant.

SUMMONS

To each person named above as a Defendant:

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this Summons, you must respond with a written Answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the statutes.

The Answer must be sent or delivered to the Court, whose address is Ozaukee County Courthouse, 1201 S. Spring Street, Port Washington, WI 53074, and to Plaintiff's attorneys, Angela B. Harden and Philip J. Miller, Husch Blackwell LLP, whose address is 555 East Wells Street, Suite 1900, Milwaukee, Wisconsin 53202. You may have an attorney help or represent you.

If you do not provide a proper Answer within twenty (20) days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property

Dated this 31st day of January, 2019.

HUSCH BLACKWELL LLP
Attorneys for Plaintiff

Electronically signed

By:

/s/ Angela Harden

Angela B. Harden

State Bar No. 1092202

Philip J. Miller

State Bar No. 1000612

P.O. ADDRESS:

555 East Wells Street, Suite 1900

Milwaukee, Wisconsin 53202-3819

414-273-2100

414-223-5000 (fax)

Angela.Harden@huschblackwell.com

Philip.Miller@huschblackwell.com

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Anna Leibsohn
3 Saranac Road
Sea Ranch Lakes, FL 33308

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Sea Ranch Lakes, FL 33308

Sophia Tsukerman
3 Saranac Road
Sea Ranch Lakes, FL 33308

Defendant.

Case No.

Case Codes:

30301 Money Judgment

30304 Other – Debt Action

COMPLAINT

Plaintiff, Richard L.B lomquist (“Blomquist”), as and for his Complaint against Defendants, Ironwood Lane, LLC (“Ironwood”), Anna Leibsohn (“Anna”), Samuel Tsukerman (“Samuel”), and Sophia Tsukerman (“Sophia”) (collectively “Defendants”), hereby alleges as follows:

PARTIES

1. Plaintiff Blomquist is an adult citizen of the State of Wisconsin and resides at 2903 W. Hidden Lake Road, Mequon, Wisconsin 53092.

2. Defendant Ironwood Lane, LLC is a Domestic Limited Liability Company with its principal place of business at 1340 W. Mequon Road, Mequon, Wisconsin 53092. Its registered agent is William J Lyne and its registered office is located at 500 W. Silver Spring Drive, Suite 200, Glendale, Wisconsin 53217. Upon information and belief, Anna Leibsohn is the sole member of Ironwood Lane, LLC.

3. Upon information and belief, Defendant Anna Leibsohn is an adult citizen of the State of Florida and resides at 3 Saranac Road, Sea Ranch Lakes, FL 33308. At all times relevant to the transactions described herein, Anna Leibsohn was a resident of the State of Wisconsin.

4. Upon information and belief, Defendant Samuel Tsukerman is an adult citizen of the State of Florida whose last known address was 3 Saranac Road, Sea Ranch Lakes, FL 33308. Samuel Tsukerman is Anna Leibsohn's father. At all times relevant to the transactions described herein, Samuel Tsukerman was a resident of the State of Wisconsin.

5. Upon information and belief, Defendant Sophie Tsukerman is an adult citizen of the State of Florida whose last known address was 3 Saranac Road, Sea Ranch Lakes, FL 33308. Sophia Tsukerman and Samuel Tsukerman are married. Sophia Tsukerman is Anna Leibsohn's mother. At all times relevant to the transactions described herein, Sophia Tsukerman was a resident of the State of Wisconsin.

JURISDICTION & VENUE

6. Pursuant to Wis. Stat. § 801.05(6), Defendants are subject to this Court's jurisdiction.

7. Pursuant to Wis. Stat. § 801.50(2)(a), venue is proper in Ozaukee County because it is the county where the claim arose. Pursuant to Wis. Stat. § 801.50(2)(b), venue is also proper in Ozaukee County because it is the county where the real property at issue is situated.

FACTS

8. Blomquist restates and re-alleges Paragraphs 1 through 7 above.

9. At all times relevant to the above captioned case, Blomquist and Anna Leibsohn were married.

10. On March 18, 2014 Anna purchased the real property at issue, located at 109 E Ironwood Lane, Mequon, Wisconsin 53092 (the "Property"). Attached hereto as **Exhibit A** is a true and correct copy of the Warranty Deed to the Property.

11. The Property was purchased with the intent to provide Anna's parents, Samuel and Sophia, with a place to live.

12. The Property was purchased solely and completely with Blomquist's personal funds after Blomquist borrowed against his personal stock portfolio. Blomquist provided a bridge loan to Anna for the Property in the amount of \$497,210.26, and the Property was titled in her name (the "Initial Loan"). Attached hereto as **Exhibit B** are true and correct copies of Blomquist's payment of \$10,000 earnest money and wire transfer of the balance for the Initial Loan amount.

13. On March 25, 2014, Anna transferred ownership of the Property to Ironwood Lane, LLC and her parents, Samuel and Sophia. Ironwood and Anna's parents each received a one-half tenant-in-common interest in the Property. Attached hereto as **Exhibit C** is a true and correct copy of Anna's Warranty Deed for the Property.

14. After the purchase of the Property, Blomquist loaned additional amounts totaling \$316,323.76 to Anna, Ironwood, Samuel, and Sophia in order to repair and update the Property (the "Update Loan" and together with the Initial Loan, the "Loans"). Attached hereto as **Exhibit D** is a true and correct copy of proof of the Update Loan amount.

15. The total amount loaned for the Property as a bridge loan from Blomquist to Defendants was \$813,534.02 (the "Total Amount").

16. Defendants understood that the Loans were made for the benefit of Defendants, and Defendants agreed to repay the Loans.

17. It was understood between all parties that the Loans were to be repaid. Anna owned a residential property on Upper River Road in Mequon, and it was Blomquist's and Anna's understanding that Anna would apply the net proceeds from the sale of that to pay down the Loans. That property ultimately sold for less than the sum of the outstanding mortgage and the expenses of sale so Anna did not have net proceeds with which to repay the Loans.

18. On or about September 24, 2017, Blomquist stated to Anna that "You and Sam are on the title but my money bought the house as a bridge loan." Attached hereto as Exhibit E is a true and correct copy of Blomquist's statement to Anna.

19. On or about September 24, 2017, Anna stated to Blomquist with regard to the Property that "when it sells it's your money." Attached hereto as Exhibit F is a true and correct copy of Anna's statement.

20. Anna and Blomquist are currently involved in divorce proceedings in the State of Florida.

21. None of Ironwood, Samuel, and Sophia are a party to the divorce action, and therefore the Florida Court adjudicating that matter would lack jurisdiction in the above captioned matter.

22. Upon information and belief, Anna is currently attempting to sell the Property with no intent to repay Blomquist for the Total Amount owed on the Loans.

FIRST CLAIM FOR RELIEF
Breach of Contract

23. Blomquist restates and re-alleges Paragraphs 1 through 22 above.

24. As set forth above, Blomquist and Defendants contracted for the Loans made for the benefit of Defendants totaling \$813,534.02, without any form of donative intent.

25. Defendants breached their contract with Blomquist by failing to remit payment on the Total Amount remaining on the Loans made for the benefit of Defendants.

26. Pursuant to Wis. Stat. § 138.04, interest will continue to accrue on the Total Amount remaining on the Loan at a rate of 5% from the date this action was commenced until paid.

27. As a direct and proximate result of Defendant's breach, Blomquist has suffered damages in the amount of \$813,534.02 plus all interest allowed by law.

SECOND CLAIM FOR RELIEF
Unjust Enrichment

28. Blomquist restates and re-alleges Paragraphs 1 through 27 above.

29. Blomquist conferred a benefit to Defendants by loaning the money to provide a home for Anna's parents, Samuel and Sophia.

30. Defendants appreciated the benefit of the Loan by purchasing the Property where Anna's parents lived.

31. Acceptance and retention of the Total Amount owed on the Loans without repayment to Blomquist would be inequitable without full repayment thereof.

32. To date, Defendants have not remitted payment for the Total Amount owed on the Loans made for the benefit of Defendants.

THIRD CLAIM FOR RELIEF**Injunctive relief**

33. Blomquist restates and re-alleges Paragraphs 1 through 32 above.

34. Anna is currently attempting to sell the Property and dispose of the proceeds with no intent to repay Blomquist for the Total Amount owed on the Loans.

35. Upon information and belief, the proceeds from the sale of the Property are the only means by which Defendants would be able to repay the Total Amount owed on the Loans.

36. Blomquist will suffer irreparable harm if the Property is sold with no order from the Court regarding the distribution of the proceeds from the sale of the Property.

37. Blomquist is entitled to an order from the Court that upon the sale of the Property, any and all proceeds from the sale are to be paid into the Court until the merits of the above captioned case are determined.

38. Any burden or inconvenience to Defendants of paying the sale proceeds into the Court are outweighed by the benefits to Plaintiff that the Total Amount owed on the Loans not be wrongfully disposed of before Plaintiff's right to them is established.

WHEREFORE, Plaintiff, Richard L. Blomquist, requests the following relief:

A. That Blomquist be granted judgment on his First Claim for Relief in the amount of \$813,534.02, plus interest accruing until judgment;

B. That in the alternative to judgment on his First Claim for Relief, Blomquist be granted judgment on his Second Claim for Relief in the amount of \$813,534.02 plus interest accruing until judgment;

C. That Blomquist be granted injunctive relief on his Third Claim for Relief that any and all proceeds from the sale of the Property are to be paid into the Court until the merits of the above captioned case are determined;

D. That Blomquist be awarded all reasonable attorneys' fees and costs in bringing this action for collection on the Loan;

E. Such other and further relief as this Court deems just and appropriate.

Dated this 31st day of January, 2019.

HUSCH BLACKWELL LLP
Attorneys for Plaintiff

Electronically signed

By:

/s/

Angela Harden

Angela B. Harden

State Bar No. 1092202

Philip J. Miller

State Bar No. 1000612

P.O. ADDRESS:

555 East Wells Street, Suite 1900
Milwaukee, Wisconsin 53202-3819
414-273-2100

414-223-5000 (fax)

Angela.Harden@huschblackwell.com

Philip.Miller@huschblackwell.com

State Bar of Wisconsin Form 1-2003
WARRANTY DEED

Document Number

Document Name

THIS DEED, made between Allen Hornik and Terri Hornik, husband and wife

("Grantor," whether one or more),
and Anna Leibsohn

("Grantee," whether one or more).

Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Ozaukee County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

Lot Forty-eight (48), in Beechwood Farms, being a part of the Northeast ¼ and Southeast ¼ of the Southeast ¼ of Section 29, Township 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin.

Recording Area

Name and Return Address

Anna Leibsohn
109 E. Ironwood Lane
Mequon, WI 53092

15-154-0048.000

Parcel Identification Number (PIN)

This is not homestead property.
(is) (is not)

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except: Municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes levied in the year hereof, and will warrant and defend the same.

Dated 3-18-14

(SEAL)

* Allen Hornik

(SEAL)

(SEAL)

* Terri Hornik

(SEAL)

AUTHENTICATION

Signature(s) _____

authenticated on _____

ACKNOWLEDGMENT

STATE OF WISCONSIN

Waukegan COUNTY } ss.

Personally came before me on 3-18-14,
the above-named Allen Hornik and Terri Hornik

to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

Jill A. Crouse
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: 1-22-18)

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not,
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Allen Hornik

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

WARRANTY DEED

© 2003 STATE BAR OF WISCONSIN

FORM NO. 1-2003

* Type names below signatures.

1000161

RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
RECORDED ON

03/24/2014 11:57 AM

REC FEE: 30.00

TRANS FEE: 1500.00

PAGES: 1

EXEMPT #:

ELECTRONICALLY RECORDED

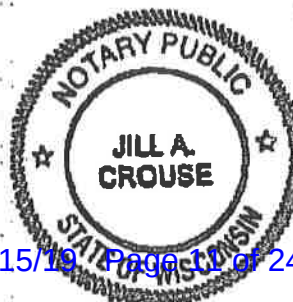


EXHIBIT A

352, 351, 350, 349, 348, 347, 346, 345, 344, 343, 342, 341, 340, 339, 338, 337, 336, 335, 334, 333, 332, 331, 330, 329, 328, 327, 326, 325, 324, 323, 322, 321, 320, 319, 318, 317, 316, 315, 314, 313, 312, 311, 310, 309, 308, 307, 306, 305, 304, 303, 302, 301, 300, 299, 298, 297, 296, 295, 294, 293, 292, 291, 290, 289, 288, 287, 286, 285, 284, 283, 282, 281, 280, 279, 278, 277, 276, 275, 274, 273, 272, 271, 270, 269, 268, 267, 266, 265, 264, 263, 262, 261, 260, 259, 258, 257, 256, 255, 254, 253, 252, 251, 250, 249, 248, 247, 246, 245, 244, 243, 242, 241, 240, 239, 238, 237, 236, 235, 234, 233, 232, 231, 230, 229, 228, 227, 226, 225, 224, 223, 222, 221, 220, 219, 218, 217, 216, 215, 214, 213, 212, 211, 210, 209, 208, 207, 206, 205, 204, 203, 202, 201, 200, 199, 198, 197, 196, 195, 194, 193, 192, 191, 190, 189, 188, 187, 186, 185, 184, 183, 182, 181, 180, 179, 178, 177, 176, 175, 174, 173, 172, 171, 170, 169, 168, 167, 166, 165, 164, 163, 162, 161, 160, 159, 158, 157, 156, 155, 154, 153, 152, 151, 150, 149, 148, 147, 146, 145, 144, 143, 142, 141, 140, 139, 138, 137, 136, 135, 134, 133, 132, 131, 130, 129, 128, 127, 126, 125, 124, 123, 122, 121, 120, 119, 118, 117, 116, 115, 114, 113, 112, 111, 110, 109, 108, 107, 106, 105, 104, 103, 102, 101, 100, 99, 98, 97, 96, 95, 94, 93, 92, 91, 90, 89, 88, 87, 86, 85, 84, 83, 82, 81, 80, 79, 78, 77, 76, 75, 74, 73, 72, 71, 70, 69, 68, 67, 66, 65, 64, 63, 62, 61, 60, 59, 58, 57, 56, 55, 54, 53, 52, 51, 50, 49, 48, 47, 46, 45, 44, 43, 42, 41, 40, 39, 38, 37, 36, 35, 34, 33, 32, 31, 30, 29, 28, 27, 26, 25, 24, 23, 22, 21, 20, 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1

4126065
For Deposit Only

| | |
|---------------------|---------------|
| Media | M-- |
| Posting Date | 20140319 |
| CPCS Seq # | |
| Account # | |
| Amount | \$00010000.00 |
| Ck/Serial # | |
| Dep CPCS Seq # | |
| Dep Account | |
| R/T Routing Transit | 007102566 |
| Bank # | 0029 |
| TranCode | |
| Exception | |



A part of BMO Financial Group

BMO HARRIS BANK N.A.
P.O. BOX 94033
PALATINE, IL 60094-4033

84790

ACCOUNT NUMBER: [REDACTED]

01 09267

Statement Period
02/26/14 TO 03/25/14
IM0099002900000000

PAGE 1 OF 4 1/ 3

RICHARD L BLOMQUIST
ANNA LEIBSOHN
2903 W HIDDEN LAKE RD
MEQUON WI 53092-5300

1100

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WHETHER ONLINE, BY PHONE OR IN PERSON, KNOW THAT YOU CAN SHOP WITH
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ONLINE AT WWW.BMOHARRIS.COM.

CHECKING ACCOUNTS

PORTFOLIO CHECKING
ACCOUNT NUMBER [REDACTED]

(Checking)

RICHARD L BLOMQUIST

| | |
|-----------------------------|--------|
| Interest Paid YTD | 37.30 |
| Interest Paid Previous Year | 110.94 |

DEPOSIT ACCOUNT SUMMARY

| | |
|------------------------------------------|------------|
| Previous Balance as of February 25, 2014 | 105,317.11 |
| 1 Deposits (Plus) | 400,000.00 |
| 4 Withdrawals (Minus) | 499,187.00 |
| Interest Paid (Plus) | 10.40 |
| Ending Balance as of March 25, 2014 | 6,140.51 |

Deposits and Other Credits

| Date | Amount | Description |
|--------|------------|----------------|
| Mar 17 | 400,000.00 | TELLER DEPOSIT |
| Mar 25 | 10.40 | INTEREST PAID |

Withdrawals and Other Debits

| Date | Amount | Description |
|--------|------------|--------------------------------------------------------------------------|
| Mar 04 | 751.74 | ACH DEBIT |
| Mar 21 | 488,410.26 | PPD GOLDEN RULE INS INS. PREM. OUTGOING WIRE |
| Mar 21 | 25.00 | FED WIRE TRANSFER DEBIT 012914 WIRE TRANSFER FEE WIRE TRANSFER FEE |

to Accts Title

MARTYP - 03/24/2014 8:21:59 AM

Access Title Company

625 Walnut Ridge Dr., Suite 170

Hartland, WI 53029



A. Settlement Statement (HUD-1)

Form Approved OMB No. 2502-0265

| | | | | | | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------|--|---------------------------------------------------------------------------------------------|--|
| B. Type of Loan | | | | 6. File Number: | | 7. Loan Number: | | 8. Mortgage Insurance Case Number: | |
| 1. <input type="checkbox"/> FHA | | 2. <input type="checkbox"/> RHS | | 3. <input type="checkbox"/> Conv. Unins. | | PD-1403-1350 | | | |
| 4. <input type="checkbox"/> VA | | 5. <input type="checkbox"/> Conv. Ins | | 6. <input checked="" type="checkbox"/> None (Cash). | | | | | |
| C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts Paid to and by the settlement agent are shown. Item marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. | | | | | | | | | |
| D. Name & Address of Borrower: Anna Leibsohn | | | | E. Name & Address of Seller: Allen Homik and Teri Homik 109 E. Ironwood Lane Mequon, Wisconsin 53092 | | | | F. Name & Address of Lender: CASH | |
| G. Property Location: 109 E. Ironwood Lane Mequon, Wisconsin 53092 COUNTY: Ozaukee | | | | H. Settlement Agent: Access Title Company 625 Walnut Ridge Dr., Suite 170 Hartland, WI 53029 Phone Number: 262-303-4951 | | | | I. Settlement Date: March 24, 2014 Disbursement Date: March 24, 2014 | |
| PARCEL ID: 15-154-0048.000 | | | | J. SUMMARY OF BORROWER'S TRANSACTION: | | | | K. SUMMARY OF SELLER'S TRANSACTION: | |
| 100. GROSS AMOUNT DUE FROM BORROWER | | | | 400. GROSS AMOUNT DUE TO SELLER | | | | | |
| 101. Contract sales price | | 500,000.00 | | 401. Contract sales price | | 500,000.00 | | | |
| 102. Personal Property | | | | 402. Personal Property | | | | | |
| 103. Settlement charges to borrower (line 1400) | | 135.00 | | 403. | | | | | |
| 104. | | | | 404. | | | | | |
| 105. | | | | 405. | | | | | |
| Adjustments for items paid by seller in advance | | | | Adjustments for items paid by seller in advance | | | | | |
| 106. City/town taxes | | to | | 406. City/town taxes | | to | | | |
| 107. County taxes | | to | | 407. County taxes | | to | | | |
| 108. Assessments | | to | | 408. Assessments | | to | | | |
| 109. HomeOwners Assoc Dues | | 302.38 | | 409. HomeOwners Assoc Dues | | 302.38 | | | |
| 110. Sewer Proration 1/1/14 to 3/31/14 | | 6.04 | | 410. Sewer Proration 1/1/14 to 3/31/14 | | 6.04 | | | |
| 111. | | | | 411. | | | | | |
| 112. | | | | 412. | | | | | |
| 120. GROSS AMOUNT DUE FROM BORROWER | | 500,443.42 | | 420. GROSS AMOUNT DUE TO SELLER | | 500,308.42 | | | |
| 200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER | | | | 500. REDUCTIONS IN AMOUNT DUE TO SELLER | | | | | |
| 201. Deposit or earnest money | | 10,000.00 | | 501. Excess deposit (see instruction) | | | | | |
| 202. Principal amount of new loan(s) | | | | 502. Settlement charges to seller (line 1400) | | 18,337.00 | | | |
| 203. Existing loan(s) taken subject to | | | | 503. Existing loan(s) taken subject to | | | | | |
| 204. | | | | 504. Payoff of first mortgage loan | | | | | |
| | | | | Layton State Bank | | 325,687.07 | | | |
| 205. | | | | 505. Payoff of second mortgage loan | | | | | |
| 206. repair credit | | 1,200.00 | | 506. repair credit | | 1,200.00 | | | |
| 207. | | | | 507. | | | | | |
| 208. | | | | 508. | | | | | |
| 209. | | | | 509. | | | | | |
| Adjustments for items unpaid by seller | | | | Adjustments for items unpaid by seller | | | | | |
| 210. City/town taxes | | 01/01/2014 to 03/24/2014 | | 510. City/town taxes | | 01/01/2014 to 03/24/2014 | | 2,033.16 | |
| 211. County taxes | | to | | 511. County taxes | | to | | | |
| 212. Assessments | | to | | 512. Assessments | | to | | | |
| 213. Sewer Proration | | | | 513. Sewer Proration | | | | | |
| 214. | | | | 514. | | | | | |
| 215. | | | | 515. | | | | | |
| 216. | | | | 516. | | | | | |
| 217. | | | | 517. | | | | | |

G. Property Location:

109 E. Ironwood Lane
Mequon, Wisconsin 53092
COUNTY: Ozaukee

II. Settlement Agent:

Access Title Company
625 Walnut Ridge Dr., Suite 170
Hartland, WI 53029

Phone Number: 262-303-4951

Place of Settlement:

625 Walnut Ridge Dr., Suite 170
Hartland, WI 53029

I. Settlement Date:

March 24, 2014
Disbursement Date:
March 24, 2014

PARCEL ID: 15-154-0048.000

J. SUMMARY OF BORROWER'S TRANSACTION:**K. SUMMARY OF SELLER'S TRANSACTION:**

| 100. GROSS AMOUNT DUE FROM BORROWER | | 400. GROSS AMOUNT DUE TO SELLER | |
|--------------------------------------------------|------------|--------------------------------------------------|------------|
| 101. Contract sales price | 500,000.00 | 401. Contract sales price | 500,000.00 |
| 102. Personal Property | | 402. Personal Property | |
| 103. Settlement charges to borrower (line 1400) | 135.00 | 403. | |
| 104. | | 404. | |
| 105. | | 405. | |
| Adjustments for items paid by seller in advance | | Adjustments for items paid by seller in advance | |
| 106. City/town taxes to | | 406. City/town taxes to | |
| 107. County taxes to | | 407. County taxes to | |
| 108. Assessments to | | 408. Assessments to | |
| 109. HomeOwners Assoc Dues | 302.38 | 409. HomeOwners Assoc Dues | 302.38 |
| 110. Sewer Proration 1/1/14 to 3/31/14 | 6.04 | 410. Sewer Proration 1/1/14 to 3/31/14 | 6.04 |
| 111. | | 411. | |
| 112. | | 412. | |
| 120. GROSS AMOUNT DUE FROM BORROWER | 500,443.42 | 420. GROSS AMOUNT DUE TO SELLER | 500,308.42 |
| 200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER | | 500. REDUCTIONS IN AMOUNT DUE TO SELLER | |
| 201. Deposit or earnest money | 10,000.00 | 501. Excess deposit (see instruction) | |
| 202. Principal amount of new loan(s) | | 502. Settlement charges to seller (line 1400) | 18,337.00 |
| 203. Existing loan(s) taken subject to | | 503. Existing loan(s) taken subject to | |
| 204. | | 504. Payoff of first mortgage loan | |
| | | Layton State Bank | 325,687.07 |
| 205. | | 505. Payoff of second mortgage loan | |
| | | | |
| 206. repair credit | 1,200.00 | 506. repair credit | 1,200.00 |
| 207. | | 507. | |
| 208. | | 508. | |
| 209. | | 509. | |
| Adjustments for items unpaid by seller | | Adjustments for items unpaid by seller | |
| 210. City/town taxes 01/01/2014 to 03/24/2014 | 2,033.16 | 510. City/town taxes 01/01/2014 to 03/24/2014 | 2,033.16 |
| 211. County taxes to | | 511. County taxes to | |
| 212. Assessments to | | 512. Assessments to | |
| 213. Sewer Proration | | 513. Sewer Proration | |
| 214. | | 514. | |
| 215. | | 515. | |
| 216. | | 516. | |
| 217. | | 517. | |
| 218. | | 518. | |
| 219. | | 519. | |
| 220. TOTAL PAID BY/FOR BORROWER | 13,233.16 | 520. TOTAL REDUCTION AMOUNT DUE SELLER | 347,257.23 |
| 300. CASH AT SETTLEMENT FROM/TO BORROWER | | 600. CASH AT SETTLEMENT TO/FROM SELLER | |
| 301. Gross amount due from borrower (line 120) | 500,443.42 | 601. Gross amount due to seller (line 420) | 500,308.42 |
| 302. Less amount paid by/for borrower (line 220) | 13,233.16 | 602. Less reduction amount due seller (line 520) | 347,257.23 |
| 303. CASH DUE FROM BORROWER | 487,210.26 | 603. CASH DUE TO SELLER | 153,051.19 |

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.



Notwithstanding the provisions of paragraph 1 of Schedule B2 of the commitment, policies insured or issuable within 30 days from the effective date hereof shall not contain as exceptions matters arising subsequent to the effective date of this commitment unless:

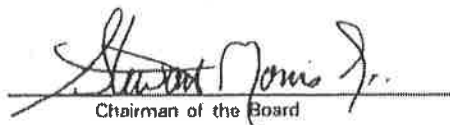
1. The Company discloses such matters prior to the closing to the person for whom this commitment is prepared; or
2. The conveyance to the Insured is by a grantor who does not warrant title; or
3. The proposed insured or his counsel fails to notify the Company of closing at least 72 hours prior to the closing; or
4. The conveyance documents, in recordable form, are not made available or delivered to the Company or recorded within 72 hours of the closing; or
5. The seller or sellers fail to execute a personal undertaking and indemnity in favor of the Company regarding matters which may appear in the public records after the effective date of this commitment, in a form acceptable to the Company.

This endorsement is made a part of the commitment or policy. It is subject to all the terms of the commitment or policy and prior endorsements. Except as expressly stated on this endorsement, the terms, dates and amount of the commitment or policy and prior endorsements are not changed.

Date of Endorsement: March 17, 2014

This Endorsement is to be valid only when it bears an authorized countersignature.

STEWART TITLE
GUARANTY COMPANY



Chairman of the Board



President

Countersigned

Authorized Countersignature



ACCESS TITLE COMPANY



Tx:4078455

State Bar of Wisconsin Form 1-2003
WARRANTY DEED

Document Number

Document Name

THIS DEED, made between ANNA LEIBSOHN

_____, ("Grantor," whether one or more),
and Ironwood Lane, LLC, as to a 1/2 tenancy in common interest, and Samuel
Tsukerman and Sophia Tsukerman, husband and wife, as to a 1/2 tenancy in
common interest _____ ("Grantee," whether one or more).
Grantor, for a valuable consideration, conveys to Grantee the following described real
estate, together with the rents, profits, fixtures and other appurtenant interests, in
Ozaukee _____ County, State of Wisconsin ("Property") (if more space is
needed, please attach addendum):

Lot Forty-eight (48), in Beechwood Farms, being a part of the Northeast 1/4 and
Southeast 1/4 of the Southeast 1/4 of Section 29, Township 9 North, Range 22 East,
in the City of Mequon, Ozaukee County, Wisconsin.

Transfer exempt from fee pursuant to Wis Statute 77.25(8) & 77.25(15)

Recording Area

Name and Return Address
William J. Lyne
500 W. Silver Spring Dr.
Suite 200
Glendale, WI 53217

\$30

15-154-0048.000

Parcel Identification Number (PIN)

This is not _____ homestead property.
(is) (is not)

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except:
Municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and
municipal services, recorded building and use restrictions and covenants, and general taxes levied in the year hereof, and will
warrant and defend the same.

Dated March 25, 2014

* Anna Leibsohn _____ (SEAL) _____ (SEAL)

* _____ (SEAL) _____ (SEAL)

AUTHENTICATION

Signature(s) Anna Leibsohn

authenticated on March 25, 2014

* William J. Lyne
TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Attorney William J. Lyne State Bar ID No. 1041469
500 W. Silver Spring Dr., #200 Glendale, WI 53217

ACKNOWLEDGMENT

STATE OF WISCONSIN _____)
_____) ss.
_____ COUNTY)

Personally came before me on _____,
the above-named _____

to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

* _____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
WARRANTY DEED Case 2:19-cv-00543-JPS Filed 04/15/19 Page 17 of 24 Document 1-1 FORM NO. 1-2003

* Type name below signatures.

EXHIBIT C

Statement of Account

Page 3 of 3

RICHARD L BLOMQUIST

Interest Checking

Account Number: [REDACTED]

Richard Blomquist
#111
DATE August 22, 2014
PAY TO THE ORDER OF Anna Lindgren \$3,500
THREE THOUSAND FIVE HUNDRED and 00/100
THE NORTHERN TRUST COMPANY
Northern Trust
MEMO: [REDACTED]
MICR: ⑆072471887⑆ [REDACTED]

Paid Date: 8/22/14 # \$3,500.00

Richard Blomquist
ACCOUNT NO. [REDACTED] DATE July 31, 2014
PAY TO THE ORDER OF Karen's Executive Protection \$3,322.
THREE THOUSAND THREE HUNDRED and 22/100
THE NORTHERN TRUST COMPANY
Northern Trust
MEMO: [REDACTED]
MICR: ⑆072471887⑆ [REDACTED]

Paid Date: 8/04/14 #103 \$3,322.00

Richard Blomquist
ACCOUNT NO. [REDACTED] DATE Aug. 1, 2014
PAY TO THE ORDER OF Anna Lindgren \$30,000
THIRTY THOUSAND and 00/100
THE NORTHERN TRUST COMPANY
Northern Trust
MEMO: [REDACTED]
MICR: ⑆072471887⑆ [REDACTED]

Paid Date: 8/04/14 #106 \$30,000.00

Richard Blomquist
ACCOUNT NO. [REDACTED] DATE Aug. 20, 2014
PAY TO THE ORDER OF Anna Lindgren \$4,000
FOUR THOUSAND and 00/100
THE NORTHERN TRUST COMPANY
Northern Trust
MEMO: [REDACTED]
MICR: ⑆072471887⑆ [REDACTED]

Paid Date: 8/21/14 #109 \$4,000.00

Richard Blomquist
#112
DATE Aug. 27, 2014
PAY TO THE ORDER OF Pro Wood Care \$3,361.00
THREE THOUSAND THREE HUNDRED and 61/100
THE NORTHERN TRUST COMPANY
Northern Trust
MEMO: [REDACTED]
MICR: ⑆072471887⑆ [REDACTED]

Paid Date: 8/26/14 #9999 \$3,361.00

Richard Blomquist
ACCOUNT NO. [REDACTED] DATE July 31, 2014
PAY TO THE ORDER OF ZUCAR Reading Products \$13,797.34
THIRTEEN THOUSAND SEVEN HUNDRED and 34/100
THE NORTHERN TRUST COMPANY
Northern Trust
MEMO: [REDACTED]
MICR: ⑆072471887⑆ [REDACTED]

Paid Date: 8/01/14 #102 \$13,797.34

Richard Blomquist
ACCOUNT NO. [REDACTED] DATE July 31, 2014
PAY TO THE ORDER OF Concord Development Co. \$16,784.05
SIXTEEN THOUSAND SEVEN HUNDRED and 05/100
THE NORTHERN TRUST COMPANY
Northern Trust
MEMO: [REDACTED]
MICR: ⑆072471887⑆ [REDACTED]

Paid Date: 8/01/14 #105 \$16,784.05

Richard Blomquist
ACCOUNT NO. [REDACTED] DATE Aug. 7, 2014
PAY TO THE ORDER OF Richard Blomquist \$25,000
TWENTY FIVE THOUSAND and 00/100
THE NORTHERN TRUST COMPANY
Northern Trust
MEMO: [REDACTED]
MICR: ⑆072471887⑆ [REDACTED]

Paid Date: 8/11/14 #107 \$25,000.00

Richard Blomquist
ACCOUNT NO. [REDACTED] DATE [REDACTED]
PAY TO THE ORDER OF Richard Blomquist \$11,000
ELEVEN THOUSAND and 00/100
THE NORTHERN TRUST COMPANY
Northern Trust
MEMO: [REDACTED]
MICR: ⑆072471887⑆ [REDACTED]

Paid Date: 8/21/14 #110 \$11,000.00

TRADES \$40,764.39

ANIVA 34,000

Richard 36,000

Statement of Account

Page 3 of 3

RICHARD L BLOMQUIST

Interest Checking

Account Number: [REDACTED]

RICHARD L BLOMQUIST
2003 W HIDDEN LAKE RD.
MEQUON, WI 53002

71-718/724 No. 1001

DATE Sept. 24, 2014

Pay to the order of Anna L. Blomquist \$ 77,000

Richard L. Blomquist

THE NORTHERN TRUST COMPANY

0724718871 01001

Paid Date: 9/02/14 #1001 \$77,000.00

RICHARD L BLOMQUIST
2003 W HIDDEN LAKE RD.
MEQUON, WI 53002

71-718/724 No. 1002

DATE Sept. 6, 2014

Pay to the order of Susan Blomquist \$ 967.00

Richard L. Blomquist

THE NORTHERN TRUST COMPANY

0724718871 01002

Paid Date: 9/10/14 #1002 \$967.00

RICHARD L BLOMQUIST
2003 W HIDDEN LAKE RD.
MEQUON, WI 53002

71-718/724 No. 1003

DATE Sept. 10, 2014

Pay to the order of Anna L. Blomquist \$ 10,000

Richard L. Blomquist

THE NORTHERN TRUST COMPANY

0724718871 01003

Paid Date: 9/11/14 #1003 \$10,000.00

RICHARD L BLOMQUIST
2003 W HIDDEN LAKE RD.
MEQUON, WI 53002

71-718/724 No. 1004

DATE Sept. 12, 2014

Pay to the order of Richard Blomquist \$ 20,000

Richard L. Blomquist

THE NORTHERN TRUST COMPANY

0724718871 01004

Paid Date: 9/15/14 #1004 \$20,000.00

RICHARD L BLOMQUIST
2003 W HIDDEN LAKE RD.
MEQUON, WI 53002

71-718/724 No. 1005

DATE Sept. 12, 2014

Pay to the order of Anna L. Blomquist \$ 11,137.00

Richard L. Blomquist

THE NORTHERN TRUST COMPANY

0724718871 01005

Paid Date: 9/16/14 #1005 \$11,137.00

RICHARD L BLOMQUIST
2003 W HIDDEN LAKE RD.
MEQUON, WI 53002

71-718/724 No. 1006

DATE Sept. 12, 2014

Pay to the order of Anna L. Blomquist \$ 1,630.00

Richard L. Blomquist

THE NORTHERN TRUST COMPANY

0724718871 01006

Paid Date: 9/17/14 #1006 \$1,630.00

RICHARD L BLOMQUIST
2003 W HIDDEN LAKE RD.
MEQUON, WI 53002

71-718/724 No. 1007

DATE Sept. 19, 2014

Pay to the order of Cash \$ 5,000.00

Richard L. Blomquist

THE NORTHERN TRUST COMPANY

0724718871 01007

Paid Date: 9/22/14 #1007 \$5,000.00

TRADES \$13,734

ANNA 87,000

Richard 20,000

Cash 5,000

Statement of Account

Page 3 of 3

RICHARD L BLOMQUIST

Interest Checking

Account Number: [REDACTED]

NAME Richard Blomquist
ACCOUNT NO. 1008
DATE Aug 15, 2014
PAY TO THE ORDER OF James J. Gortner & Son, Inc. \$ 925.00
Northern Trust
THE NORTHERN TRUST COMPANY
MEQUON, WI 53002
MICR: ⑆072471887⑆ ⑆0108

Paid Date: 10/27/14 #108 \$925.00

RICHARD L BLOMQUIST
2903 W HIDDEN LAKE RD.
MEQUON, WI 53002
DATE Sept. 26, 2014
PAY TO THE ORDER OF Canada Development Co. \$ 77,954.35
Northern Trust
THE NORTHERN TRUST COMPANY
MEQUON, WI 53002
MICR: ⑆072471887⑆ ⑆1008

Paid Date: 9/30/14 #1008 \$77,954.35

RICHARD L BLOMQUIST
2903 W HIDDEN LAKE RD.
MEQUON, WI 53002
DATE October 2, 2014
PAY TO THE ORDER OF Anna Larsson \$ 75,000.00
Northern Trust
THE NORTHERN TRUST COMPANY
MEQUON, WI 53002
MICR: ⑆072471887⑆ ⑆1009

Paid Date: 10/03/14 #1009 \$75,000.00

RICHARD L BLOMQUIST
2903 W HIDDEN LAKE RD.
MEQUON, WI 53002
DATE Oct. 7, 2014
PAY TO THE ORDER OF Kennel Electric \$ 6,502.30
Northern Trust
THE NORTHERN TRUST COMPANY
MEQUON, WI 53002
MICR: ⑆072471887⑆ ⑆1010

Paid Date: 10/14/14 #1010 \$6,502.30

RICHARD L BLOMQUIST
2903 W HIDDEN LAKE RD.
MEQUON, WI 53002
DATE Oct. 7, 2014
PAY TO THE ORDER OF Joe Ruelas Aguilar \$ 1,630.00
Northern Trust
THE NORTHERN TRUST COMPANY
MEQUON, WI 53002
MICR: ⑆072471887⑆ ⑆1011

Paid Date: 10/08/14 #1011 \$1,630.00

RICHARD L BLOMQUIST
2903 W HIDDEN LAKE RD.
MEQUON, WI 53002
DATE Oct. 9, 2014
PAY TO THE ORDER OF Richard Blomquist \$ 40,000.00
Northern Trust
THE NORTHERN TRUST COMPANY
MEQUON, WI 53002
MICR: ⑆072471887⑆ ⑆1012

Paid Date: 10/10/14 #1012 \$40,000.00

Trades \$87,011.45
Anna 75,000
Richard 40,000

133

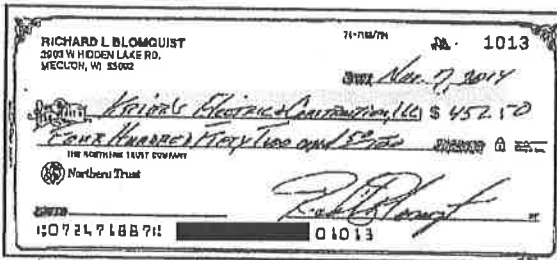
Statement of Account

Page 3 of 3

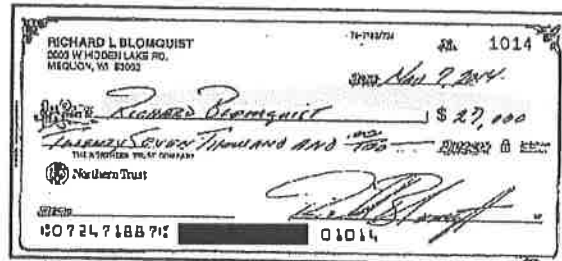
RICHARD L BLOMQUIST

Interest Checking

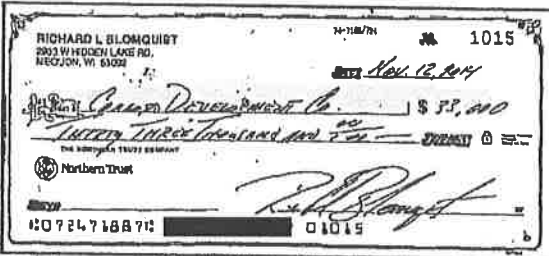
Account Number: [REDACTED]



Paid Date: 11/18/14 #1013 \$452.50



Paid Date: 11/10/14 #1014 \$27,000.00



Paid Date: 11/14/14 #1015 \$33,000.00

Trades \$33,452.50
Anna - 0 -
Richard 27,000

Statement of Account

Page 3 of 3

RICHARD L BLOMQUIST

Interest Checking

Account Number: [REDACTED]

RICHARD L BLOMQUIST
200 WILDEN LANE RD.
NEQUON, WI 53050

1016

Jan 14, 2015

Cancer Development Co. \$19,425.77

Continued Six Hundred Twenty Five and 77/100

Northern Trust

0724718870 01016

Paid Date: 1/16/15 #1016 \$19,425.37

RICHARD L BLOMQUIST
200 WILDEN LANE RD.
NEQUON, WI 53050

1017

Jan 14, 2015

Krue's Electric & Cond. LLC \$1,317.00

One Thousand Three Hundred Seventy and 00/100

Northern Trust

0724718870 01017

Paid Date: 1/21/15 #1017 \$1,317.00

RICHARD L BLOMQUIST
200 WILDEN LANE RD.
NEQUON, WI 53050

1018

Jan 14, 2015

CLIFF BORGNI Assoc. Inc. \$1,618.85

Continued Six Hundred Eighty Eight and 85/100

Northern Trust

0724718870 01018

Paid Date: 1/22/15 #1018 \$1,618.85

TRADE \$22,361.22

ANNA - 0 -

Richard - 0 -



A



Anna

The first question is do we rent it ?

Is Sam moving back to Milwaukee?

If not it should be kept on the market. You and Sam are on the title but my money bought the house as a bridge loan until Upper River sold. Well as we know there was no money from Upper River. Selling Ironwood and using the \$500k to pay off part of the Saranac loan was a part of the financing



iMessage

EXHIBIT E





A



Anna

The property is also rented through March of 2018. I would recommend that I go to Bowman and increase the price from \$549,000 to \$600,000 just to be sure we don't get an offer between now and September 15, when the listing ends.

Agreed, and when it sells it's your money. I don't think they will move. If they do, they might buy something smaller in Fort Lauderdale

